

12-10-1999

FORM PTO-1594

RECORD & TRACE



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

101220492

MA 12-3-99

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SACRAMENTO KINGS LIMITED PARTNERSHIP, L.P. (SEE ATTACHMENT A)

- Individual(s), General Partnership, Corporation-State, Other CALIFORNIA, Association, Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: SACRAMENTO KINGS LIMITED PARTNERSHIP, L.P.

Internal Address: (SEE ATTACHMENT A)

Street Address: ONE SPORTS PARKWAY

City: SACRAMENTO State: CALIFORNIA ZIP: 95834

- Individual(s) citizenship, Association, General Partnership, Limited Partnership CALIFORNIA, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Security Agreement, Merger, Change of Name, Other

ASSIGNMENT OF GENERAL PARTNERSHIP INTEREST IN ROYAL KINGS LIMITED PARTNERSHIP Execution Date: 7/19/99

4. Application number(s) or registration number(s): SEE ATTACHMENT B

Table with columns for Trademark Application No.(s) and Trademark registration No.(s) with various numbers listed.

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: AYALA DEUTSCH Internal Address: LEGAL DEPARTMENT NBA PROPERTIES, INC. 645 FIFTH AVENUE

Street Address: City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41): \$ 590.00

Enclosed Authorized to be charged to deposit account

8. Deposit account number: 14-0623 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

AYALA DEUTSCH Name of Person Signing

Signature

11/19/99 Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

12 09/1999 DNGUYEN 00000327 140623 75510797 Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231

01 FC:481 40.00 CH 02 FC:482 550.00 CH

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 001997 FRAME: 0488

ATTACHMENT A

Conveying Parties:

Sacramento Kings Limited Partnership, L.P., a California limited partnership, composed of the General Partner, Royal Kings Limited Partnership, a California limited partnership, composed of the General Partner Capitol Sports Team, Inc., a California corporation.

Receiving Parties:

Sacramento Kings Limited Partnership, L.P., a California limited partnership, composed of the General Partner, Royal Kings Limited Partnership, a California limited partnership, composed of the General Partner, Maloof Sports, Inc., a California corporation

ATTACHMENT B

Registration Numbers:

2167804

2004672

2195148

2224348

**ASSIGNMENT OF GENERAL PARTNERSHIP INTERESTS**  
**(Capitol Sports Team, Inc. to Maloof Sports, Inc.)**  
**(Team)**

This Assignment of General Partnership Interests (this "**Assignment**") is made this 1st day of July, 1999 by Capitol Sports Team, Inc., a California corporation (the "**Assignor**") to Maloof Sports, Inc., a California corporation (the "**Assignee**"):

**RECITALS**

A. Royal Kings Limited Partnership, a California limited partnership (the "**Partnership**") was organized pursuant to a Limited Partnership Agreement dated February 15, 1992, said agreement having been amended thereafter from time to time (collectively the "**Partnership Agreement**").

B. Assignor is the owner of a .547% general partnership interest in the Partnership.

C. Assignor desires to assign, transfer and convey a .250% general partnership interest in the Partnership (the "**Interest**") to Assignee as more fully set forth below.

D. Assignee pursuant to an Assignment of Rights to Acquire General Partnership executed as of the date hereof and that certain Partnership Authorization of Royal Kings Limited Partnership dated January 15, 1998, will be admitted to the Partnership as the acquiring general partner.

**NOW, THEREFORE**, in consideration of the sum of [REDACTED] and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor unconditionally and irrevocably grants, conveys, bargains, sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Interest.

2. Assignor represents and warrants as follows:

(a) Assignor has the authority to execute this Assignment.

(b) The consent of Capitol Sports Team, Inc., the sole general partner of the Partnership, is evidenced by its execution hereof.

(c) The Interest is conveyed free and clear of any rights and/or claims of others.

3. Assignor agrees to execute any additional documents that may be necessary or appropriate to confirm Assignee's acquisition of the Interest and Assignee's substitution as general partner of the partnership.

4. Assignee accepts the assignment of the Interest, and agrees to be bound by the terms and conditions of the Partnership Agreement.

5. Assignor and Assignee jointly and severally represent and warrant that this Assignment is made in accordance with all applicable laws and regulations.

6. Assignor hereby agrees to indemnify, hold harmless, and defend Assignee from any loss, damage, liability, cost or expense, including reasonable attorneys' fees, incurred by Assignee as a result of any act or occurrence occurring or alleged to have occurred with respect to the Interest prior to or on the date hereof. Assignee hereby agrees to indemnify, hold harmless, and defend Assignor from any loss, damage, liability, cost or expense, including reasonable attorneys' fees, incurred by Assignor as a result of any act or occurrence occurring or alleged to have occurred with respect to the Interest after the date hereof.

7. Notwithstanding the provisions of Section 9.1 of the Partnership Agreement, the partners by the execution hereof agree to continue the business of the Partnership.

8. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

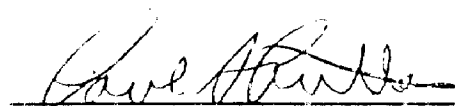
9. This Assignment may be executed in separate counterparts, each of which shall be deemed an original hereof.


**IN WITNESS WHEREOF**, Assignor and Assignee have executed this instrument on the date first set forth above.

WITNESS:

ASSIGNOR:

CAPITOL SPORTS TEAM, INC.,  
a California corporation



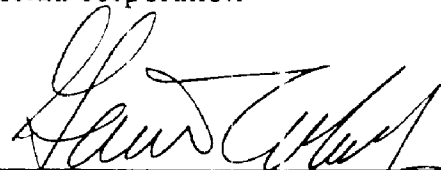
By:   
James A. Thomas, President

[SIGNATURES TO CONTINUE ON NEXT PAGE]

ASSIGNEE:

MALOOF SPORTS, INC.  
a California corporation

By:

  
GAVIN P. MALOOF, PRESIDENT

Consented to:


ROYAL KINGS LIMITED PARTNERSHIP

By: CAPITOL SPORTS TEAM, INC.,  
a California corporation  
General Partner

By:   
Its: PRESIDENT

Limited Partners:

CAPITOL SPORTS TEAM, Ltd., L.P.  
a California Limited Partnership

By:   
James A. Thomas, as Trustee of  
The Lumbee Clan Trust

E. B. KINGS PARTNERS, L.P.  
a California Limited Partnership

By:  
ENSHER RANCH DEVELOPMENT CORPORATION  
a California Corporation  
General Partner

By: \_\_\_\_\_  
Eli Broad, Chairman of the Board

ASSIGNEE:

MALOOF SPORTS, INC.  
a California corporation

By: \_\_\_\_\_

Consented to:

ROYAL KINGS LIMITED PARTNERSHIP

By: CAPITOL SPORTS TEAM, INC.,  
a California corporation  
General Partner

By: \_\_\_\_\_  
Its: \_\_\_\_\_

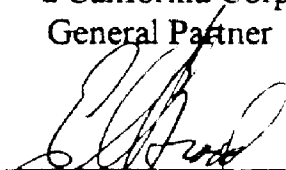
Limited Partners:

CAPITOL SPORTS TEAM, Ltd., L.P.  
a California Limited Partnership

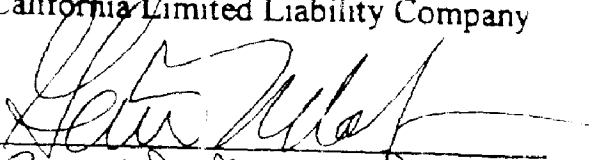
By: \_\_\_\_\_  
James A. Thomas, as Trustee of  
The Lumbee Clan Trust

E. B. KINGS PARTNERS, L.P.  
a California Limited Partnership

By: ENSHER RANCH DEVELOPMENT CORPORATION  
a California Corporation  
General Partner

By:   
Eli Broad, Chairman of the Board

MALOOF SPORTS AND ENTERTAINMENT, L.L.C.  
a California Limited Liability Company

By:   
GAVIN P. MALOOF, PRESIDENT

pst/5734/019/team.gp.assign2



Country	Mark	United States	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
1596	KINGS	41	NBA Properties, Inc.	73/003760	10/15/73	1008049	4/1/75	No		
1597	KINGS and Design	41		3759	10/15/73	1006500	3/11/75	No		
1598	SACRAMENTO KINGS and Design	25	Sacramento Kings Limited Partnership, L.P.	73/727185	5/9/88	1532088	3/28/89	No		
1639	SACRAMENTO KINGS and Design	41		74/159454	4/22/91	1820188	2/8/94	No		
1758	ROCHESTER ROYALS	25		74/204697	9/18/91	2240888	4/20/99	Yes	5/27/97	
1796	CINCINNATI ROYALS and Design	25		74/209694	10/7/91	1785042	7/27/93	No		
2776	SK	25		74/293931	7/13/92	1865304	11/29/94	Yes		
4637	KANSAS CITY-OMAHA KINGS	25	NBA Properties, Inc.	74/408553	7/2/93	2234436	3/23/99	Yes	5/17/94	
4853	KINGS and Design	25	Sacramento Kings Limited Partnership, L.P.	74/418438	7/27/93	1898173	6/6/95	No	5/17/94	
5752	SACRAMENTO KINGS and Design	28		74/477857	1/10/94	1914223	8/22/95	No	2/14/95	
5758	SK and Design	41		74/477862	1/10/94	1917458	9/5/95	No	1/24/95	
5779	SACRAMENTO KINGS and Design	25		74/477856	1/10/94	1981446	6/18/96	No	2/14/95	
5780	SACRAMENTO KINGS and Design	16		74/477859	1/10/94	1914185	8/22/95	No	2/14/95	
5781	SACRAMENTO KINGS and Design	41		74/477858	1/10/94	1917457	9/5/95	No	2/14/95	
5790	SK and Design	16		74/477860	1/10/94	2,167,804	6/23/98	Yes	2/14/95	
6239	SK and Design	25		74/477861	1/10/94	2,004,672	10/1/96	Yes	3/21/95	
20135	KANSAS CITY KINGS	25		75/299846	5/28/97	2195148	10/13/98	No		
21754	SACRAMENTO KINGS AND DESIGN	18		75/439506	10/29/97	2224348	2/16/99	No		
3944	CINCINNATI ROYALS and Design	16		75/510791	6/30/98			Yes	7/6/99	
3945	KANSAS CITY KINGS and Design	16		75/510793	6/30/98			Yes	7/6/99	
3948	KANSAS CITY KINGS and Design	28		75/510722	6/30/98			Yes	7/20/99	
23949	CINCINNATI ROYALS and Design	28		75/510852	6/30/98			Yes	7/6/99	
25641	SACRAMENTO KINGS and Design	9		75/568801	10/13/98			No		

TRADEMARK